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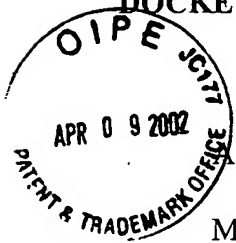
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DOCKET NO. SAMS01-00185

PATENT



DECLARATION AND POWER OF ATTORNEY

As a below named joint inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and joint inventor of the improvement in the patent application entitled:

**"SYSTEM AND METHOD FOR ENSURING INTEGRITY OF DATA-DRIVEN USER INTERFACE OF A WIRELESS MOBILE STATION"**

described and claimed in a continuation-in-part application of co-pending United States Application for Patent Serial No. 09/551,112, filed April 18, 2000.

I have reviewed and understand the contents of the continuation-in-part specification, including the claims.

I acknowledge my duty to disclose information of which I am aware which is material to the patentability of this application as defined in 37 CFR § 1.56 which became available between the filing date of our earlier filed pending application and the filing date of this continuation-in-part application.

As to the subject matter of this application which is common to said earlier application, I do not know and do not believe that the same was ever known or used in the United States of America before my invention thereof, or patented or described in any printed publication in any country before my invention thereof, or more than one year prior to said earlier applications, or in public use or on sale in the United States of America more than one year prior to said earlier application; that said common subject has not been patented or made the subject to an inventor's certificate issued before the date of said earlier application in any country foreign to the United States of America on an application filed by me or my legal representatives or assigns more than twelve months prior to said earlier application, and that no application for patent or inventor's certificate on said invention has been filed by me or my representatives or assigns in any country foreign to the United States of America.

As to the subject matter of this application which is not common to said earlier application, I do not know and do not believe that the same was ever known or used in the United States of America before my invention thereof or patented or described in any printed publication in any country before my invention thereof or more than one year prior to the date of this application, or in public use or on sale in the United States of America more than one year prior to the date of this application, and that said subject matter has not been patented or made the subject of an inventor's

certificate issued in any country foreign to the United States of America on an application filed by me or my legal representatives or assigns more than twelve months prior to the date of this application; and that no application for patent or inventor's certificate on said invention has been filed by me or my representatives or assigns in any country foreign to the United States of America.

We hereby appoint:

William A. Munck, Registration No. 39,308  
John T. Mockler, Registration No. 39,775

all of the firm of Novakov Davis & Munck, P.C., our attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, and to file and prosecute any international patent application filed thereon before any international authorities under the Patent Cooperation Treaty.

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application(s) in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose to the Office all information known to me to be material to patentability as defined in § 1.56 which became available between the filing date of any prior application(s) and the national or PCT international filing date of this application.

APPLICATION SERIAL NO.	DATE FILED	STATUS
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Please send all correspondence to the address listed below:

Docket Clerk  
P.O. Drawer 800889  
Dallas, Texas 75380

and direct all telephone calls to William A. Munck at (214) 922-9221.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

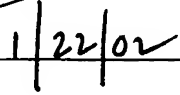
Full name of first inventor:

Sudhindra P. Herle

Inventor's signature:



Date:



Residence (City, County, State):

Plano, Collin County, Texas

Citizenship:

India

Post Office Address:

8016 Spring Peaks Drive  
Plano, Texas 75025

Full name of second inventor: Mark Mitchell

Inventor's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Residence (City, County, State): Dallas, Dallas County, Texas

Citizenship: United States of America

Post Office Address: 8623 Glencrest  
Dallas, Texas 75209

## EXHIBIT B

### CONFIDENTIALITY AGREEMENT

#### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality And Non-Disclosure Agreement ("Agreement") is effective as of the date set forth on the signature page hereof by the undersigned Consultant.

WHEREAS, Samsung Telecommunications America, Inc. ("Samsung") has entered into a consulting agreement ("Consulting Agreement") with MARK MITCHELL ("Company") whereby Company will assign its employee ("Consultant") to perform certain consulting services at or for Samsung ("Consulting Services") pursuant to the Consulting Agreement;

WHEREAS, Consultant has been assigned by Company to perform the Consulting Services and will, therefore, have access to certain confidential information and trade secrets belonging to Samsung.

NOW, THEREFORE, in consideration of such disclosure and the continuation of the working relationship between Company and Consultant, Consultant agrees as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the designated meanings:

1.1 "Confidential Information," as used herein, means any information, whether technical or not and regardless of form, relating to any business or activity of Samsung that is: (i) disclosed to, or known by, the Consultant during the performance of the Consulting Services, whether or not the Confidential Information was developed by Consultant or Company, and (ii) the subject of efforts by Samsung to maintain in confidence, or is otherwise not generally known outside Samsung, including, but not limited to, any relevant Know-how, Work of Authorship, Trade Secret or other research/development efforts, plans or the like, product technology or information, marketing, purchasing, accounting, engineering, pricing, bidding, selling, or other business plan (e.g., planned merger, acquisition, joint venture, public offering, potential or ongoing dispute, whether or not involving litigation, etc.), or any information received in confidence by Samsung from another, such as a third party with whom Samsung had or has an ongoing or prospective business relationship.

1.2 "Intellectual Property," as used herein, means any property right (e.g., right to possess, use, dispose of, etc.) in and to any Know-how, Work of Authorship, Trade Secret, Confidential Information or other information or thing relating to any business or activity of Samsung that is subject to contract, copyright, patent (actual or prospective), publicity, service mark, trademark, trade dress, trade name, trade secret, or other intangible property protection, whether domestic or foreign.

1.3 "Know-how," as used herein, means all knowledge, whether technical or not, relating to any business or activity of Samsung.

1.4 "Trade Secret," as used herein, means any sensitive, confidential, restricted, proprietary or otherwise secret Know-how, Work of Authorship or other information, whether technical or not and regardless of form, that provides, or may provide, Samsung with a competitive advantage, including, but not limited to, development projects, financial data, financial plans, formulas, lists of actual, past or potential business contacts, customers, suppliers or otherwise, methods and methodologies, negative trade secrets, patterns, pricing structures, processes,

product plans, protocols, research/development information, routines, techniques, test data or other results, or other like information relating to any business or activity of Samsung.

1.5 "Work of Authorship," as used herein, means any original expression, whether protected by federal or international copyright laws or not, relating to any business or activity of Samsung, including, but not limited to, any advertising material, compilation, data repository or structure, design, drawing, manual, product/service description, software (whether executable or not), specification, or other original writing.

1.6 "Work Product," as used herein, means any Know-how, Work of Authorship, Trade Secret, Confidential Information, Intellectual Property, or other information or thing, whether tangible or intangible, relating to any business or activity of Samsung created, developed or produced by Consultant and/or Company in performance of the Consulting Services pursuant to the Consulting Agreement.

## 2. Confidentiality

2.1 The Consultant acknowledges that Consultant will be privy to certain Confidential Information while performing the Consulting Services, and that misappropriation (i.e., unauthorized access, copying, disclosure, sale, transfer, use, etc.) of any of the Confidential Information by Consultant will likely cause irreparable harm to Samsung. The Consultant thereby agrees (i) to take reasonable steps to protect and safeguard the Confidential Information against misappropriation; (ii) not to misappropriate, either directly or indirectly, any of the Confidential Information for as long as such Confidential Information remains confidential; (iii) to immediately notify Samsung, in writing, of any known or perceived misappropriation of the Confidential Information; and (iv) that Samsung will be entitled, as a matter of right, to injunctive relief, both temporary and permanent, against any misappropriation or attempted misappropriation of the Confidential Information by Consultant without the necessity of posting bond or other security (to the extent that Samsung is required to post bond or other security, Consultant agrees and stipulates that \$1,000.00 is sufficient for such bond or other security) or proving actual damages, such right to injunctive relief (a) will be cumulative and in addition to any other remedies available to Samsung, and (b) includes, but is not limited to, a right to pursue a temporary restraining order, whether ex parte or not.

2.2 Samsung agrees to take reasonable steps to identify, and cause third-parties to identify, Confidential Information to the Company, including by using confidentiality, trade secret or other like notices when and where Samsung believes the same is appropriate.

3.1 Consultant agrees not to disclose, incorporate or otherwise use in Samsung's business any confidential or proprietary information relating to the business or activities of any third party, if Samsung, Company, or Consultant (e.g., confidential or proprietary information of a former employer of Consultant.) is under an obligation to refrain from disclosing, incorporating or otherwise using such confidential or proprietary information.

3 Notwithstanding the foregoing restrictions, Consultant may disclose any Confidential Information to the extent required by an order of any court, or other governmental authority, having competent jurisdiction, but only after Samsung is (i) notified in writing and provided with a copy of such order, and (ii) given an opportunity to obtain reasonable protection for such Confidential Information in connection with such disclosure.

- 2.5 Consultant agrees not to prepare, not to publish, and not to otherwise disclose any articles or speeches, whether technical or not, relating to any portion of the Confidential Information or any other business or activity of Samsung without the prior written consent of Samsung.

3. Ownership of Confidential Information.

- 3.1 The Parties agree that all Work Product will belong exclusively to Samsung, and, to the maximum extent possible, is considered a "work made for hire," as defined in 17 U.S.C. § 101 (§ 101 of the Copyright Act of 1976), for Samsung. To the extent any such Work Product is determined not to be a work made for hire for Samsung, Consultant agrees to assign such Work Product, and will and do automatically assign, at the time of creation of any such Work Product, without a requirement of further consideration, and regardless of any right, title or interest Consultant may have in any such Work Product, to Samsung. Consultant agrees, upon request by Company or Samsung, to take such further actions as may be appropriate to give full and proper effect to such assignment

- 3.2 Consultant agrees to promptly communicate and disclose, in writing, to Company and the management of Samsung any and all Intellectual Property related to Samsung's telecommunications business which Consultant authors, conceives, creates, develops, makes, modifies or otherwise invents, either solely or jointly with others, or on or off Samsung premises, pursuant to the Consulting Agreement.

- 3.3 Consultant agrees to and hereby assigns, grants and conveys to Samsung, its successors and assigns, Consultant's, entire right, title and interest, if any, in and to any and all such Intellectual Property.

- 3.4 Consultant agrees to execute and deliver, and will execute and deliver, any and all papers, instruments or other documents, including assignments, and do any and all other lawful acts that may be desirable in the opinion of Samsung to secure, establish and maintain title in Samsung, its successors and assigns, to any and all such Intellectual Property, and give Samsung, its successors and assigns the full benefit of the assignment set forth herein.

4. Remedies

- 4.1 Because of the unique nature of the Confidential Information, Consultant acknowledges Samsung will suffer irreparable harm in the event Consultant fails to comply with any of its obligations under this Agreement, and that monetary damages will be inadequate compensation for such breach. Accordingly, Consultant agrees that Company will, in addition to any other remedies available to it at law or in equity, be entitled to a temporary restraining order without notice, and thereafter, to a temporary and permanent injunction against such breach without any requirement to post bond as a condition of such release.

- 4.2 In the event of any breach by Consultant which suffers or permits all or any part of the Confidential Information to come into the hands of any unauthorized person, firm, or organization, Consultant agrees, at Consultant's expense, to expend Consultant's best efforts in attempting to retrieve or deliver to Company (or to Samsung if so directed by Company) the Confidential Information. If Consultant is not able to promptly retrieve the Confidential Information from such unauthorized person, firm, or organization, Company shall be entitled



to recover from Consultant reasonable expenses and attorneys' fees incurred in Company's (or Samsung's) reasonable efforts to retrieve the Confidential Information from such unauthorized person, firm, or organization.

5. Miscellaneous.

5.1 Upon the oral or written request of Company, Consultant shall immediately return the Confidential Information, including all copies thereof, to Company (or to Samsung if so directed by Company), or certify in writing that the Confidential Information has been destroyed and that no further use of the Confidential Information will be made by Consultant.

5.2 Consultant agrees that during its performance of Consulting Services and for a period of one (1) year thereafter, Consultant will not (i) following knowingly entice, persuade or otherwise solicit any Samsung employee, contractor, consultant, or other representative to leave the services of Samsung for any reason, nor (ii) engage in any activity that conflicts with or is inconsistent with the terms of and conditions of this Agreement. During Consultant's performance of Consulting Services for Samsung, Consultant shall not provide services for a competitor of Samsung.

5.3 This Agreement shall be governed by the laws of the State of Texas and venue for the resolution of any disputes shall be in Dallas, Texas.

5.4 A copy transmitted via facsimile of this executed Agreement shall be deemed to be of the same legal force and effect as an original.

Consultant has executed this Agreement on the 11 day of April, 2001

Consultant:

Mark Mitchell

(Signed)

MARK MITCHELL

(Printed)